

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

SCHUCHMAN/SAMBERG INVESTMENTS, INC.)	
Plaintiff/Counter Defendant,)	
)	
v.)	
)	
HOOSIER PENN OIL CO. INC., UNIVAR USA INC.)	
f/k/a VAN WATERS & ROGERS INC., UNION OIL)	
COMPANY OF CALIFORNIA f/k/a THE PURE OIL)	
COMPANY, and BY CORPORATION NORTH)	
AMERICA INC. f/k/a STANDARD OIL COMPANY,)	
Defendant/Counter-Claimants.)	
)	Case No.: 1:13-cv-0107-SEB-TAB
<hr/> UNIVAR USA INC.,)	
Cross Claimant,)	
)	
v.)	
)	
UNION OIL COMPANY OF CALIFORNIA, BP)	
CORPORATION NORTH AMERICA INC., and)	
HOOSIER PENN OIL CO., INC.)	
Cross Defendants.)	
)	
<hr/> HOOSIER PENN OIL CO., INC.,)	
Cross Claimant,)	
)	
v.)	
)	
UNIVAR USA INC.,)	
Cross Defendant.)	

JOINT STATUS REPORT REGARDING SETTLEMENT

The parties, Schuchman/Samberg Investments, Inc. (“SSI”), Univar USA Inc. (“Univar”), Hoosier Penn Oil Co., Inc. (“Hoosier Penn”), Union Oil Company of California f/k/a The Pure Oil Company (“Union Oil”), and BP Corporation North America Inc. f/k/a Standard Oil Company (“BP”), in compliance with this Court’s order of July 10, 2020, hereby submit this Joint Status Report Regarding Settlement:

1. The parties have reached a settlement, a portion of which is still in the process of being finalized. The settlement required the negotiation of three written agreements: (a) an agreement between SSI and Univar on the one hand and Hoosier Penn, Union Oil, and BP on the other (“Oil Defendants Agreement”); (b) an agreement between SSI and Univar that included terms for, among other things, responsibility for future investigation and remediation (“SSI/Univar Agreement”); and (c) an Easement Agreement between Univar and the current owner that secures Univar’s access to the remediation site at 850 South Keystone Avenue, Indianapolis, Indiana (the “Site”), so that additional environmental remediation activities can continue as required by the Indiana Department of Environmental Management (“Easement Agreement”).

2. The Oil Defendants Agreement is complete, signed by all parties, and funded. That portion of the action is ready to be dismissed.

3. The SSI/Univar Agreement is complete but not yet signed. A signed Easement Agreement with the Site owner, who is not a party to the lawsuit, is a condition precedent for the signing of the SSI/Univar Agreement.

4. Regarding the Easement Agreement, Univar is very close to an agreement with the Site Owner. SSI and Univar anticipate that the negotiation of the Easement Agreement will be completed and signed within the next thirty (30) days.

5. Upon the signing of the Easement Agreement, the SSI/Univar Agreement will become final and the parties will file a joint stipulation of dismissal in this matter.

Respectfully submitted,

Dated:

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